

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PREGIS INTELLIPACK CORPORATION		07/19/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY N.A.		
<b>Street Address:</b>	ONE WALL STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76464147	INTELLIPACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)848-4455		
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<b>Correspondent Name:</b>	Jordan Altman		
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<b>Address Line 2:</b>	Shearman & Sterling LLP - IP Docketing		
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<b>ATTORNEY DOCKET NUMBER:</b>	35610/3039		
<b>NAME OF SUBMITTER:</b>	JORDAN ALTMAN		
<b>Signature:</b>	/JORDAN ALTMAN/		

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**900168157**

**TRADEMARK  
 REEL: 004250 FRAME: 0206**

Date:

07/29/2010

**Total Attachments: 7**

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement Supplement*”) dated July 19, 2010, is made by PREGIS INTELLIPACK CORPORATION (“*PIC*”) in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY N.A. (as successor to The Bank of New York), as collateral agent (the “*Collateral Agent*”) for the Trustee and Holders (each as defined in the Indenture referred to below).

WHEREAS, Pregis Corporation, a Delaware corporation, has issued certain senior secured floating rate notes (the “*Original Notes*”) pursuant to the Indenture dated as of October 12, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Indenture*”) among the Company, the other grantors, the guarantors party thereto, the Collateral Agent, and Grant Thornton, as successor to RSM Robson Rhodes LLP, as Irish Paying Agent.

WHEREAS, as a condition precedent to the issuance of notes under the Indenture, each Grantor has executed and delivered that certain Second Lien Security Agreement dated October 12, 2005 made by the Grantors to the Collateral Agent (as amended by that certain Amendment No. 1 dated as of October 5, 2009, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement) and that certain Second Lien Intellectual Property Security Agreement dated October 12, 2005 (as amended and restated by that certain Amended and Restated Second Lien Intellectual Property Security Agreement dated as of October 5, 2009 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), under the terms of which the Grantors have granted to the Collateral Agent, for the benefit of the Trustee and the ratable benefit of the Holders, a security interest in, among other property, certain intellectual property of the Grantors.

WHEREAS, under the terms of the Security Agreement, PIC has granted to the Collateral Agent, for the benefit of the Trustee and the ratable benefit of the Holders, a second priority security interest in the Additional Collateral (as defined in Section 1 below) of PIC, and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PIC agrees as follows:

SECTION 1. Grant of Security. PIC hereby grants to the Collateral Agent, for the benefit of the Trustee and the ratable benefit of the Holders, a security interest in all of PIC’s right, title and interest in and to the following (the “*Additional Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of PIC accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Additional Collateral by PIC under this IP Security Agreement Supplement secures the payment of all Obligations of PIC now or hereafter existing under or in respect of the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. PIC authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. PIC hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, PIC has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PREGIS INTELLIPACK CORPORATION

By *John [Signature]*

Name: *Dir [Signature]*

Title: *CFO*

Address for Notices:

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**SCHEDULE A**

**PATENTS**

<b>Title</b>	<b>Patent or App. Number</b>	<b>Status</b>
Operational control system and a system providing for remote monitoring of a manufacturing device	7610113	Granted
Dispensing mixing module design and method of assembling and using same	7552847	Granted
Mixing module drive mechanism and dispensing system with same	7156260	Granted
Dispensing system with mixing module mount and method of using same	7222753	Granted
Dispensing system and method of manufacturing and using same with a dispenser tip management	7182221	Granted
Dispensing system with means for easy access of dispenser components and method of using same	7341632	Granted
Film unwind system with hinged spindle and electronic control of web tension	7331542	Granted
Exterior bag configuration of a foam-in-bag dispenser assembly	7386969	Granted
Bag forming system edge seal	7213383	Granted
Dispensing system and chemical flow heating means for use therein	7490737	Granted
Dispensing system with end sealer assembly and method of manufacturing and using same	7211169	Granted
Dispenser	D513058	Granted
Venting system for use with a foam-in-bag dispensing system	7367171	Granted
Dispenser mixing module design and method of assembling and using same	12436503	Pending
Dispensing system with in-line chemical pump system	10798897	Pending
Film unwind system with hinged spindle and electronic control of web tension	11979828	Pending
Hand held dispenser	10591769	Pending
Dispensing system with material spill preventing system	11920270	Pending
Sealing device	11581219	Pending

**SCHEDULE B**  
**TRADEMARKS**

<b>Trademark</b>	<b>Application No.</b>	<b>Status</b>
INTELLIPACK	76/464147	Pending



**SCHEDULE C**

**COPYRIGHTS**

None.